

ATLANTIC CITY ATTACHMENT A

Atlantic City Electric Company Consolidated Billing

Consolidated Print Content:

- Atlantic City Electric Company (“Atlantic”) will provide one rolling page for Third Party Supplier (“TPS”) data through July 31, 2003. This rolling page for TPS data will begin where the TPS block currently begins.
- Atlantic only has electric service in New Jersey; therefore Atlantic will provide consolidated billing for electric charges only.
- Atlantic will support any text format sent by the TPS. Text sent by the TPS will be converted to the current print format by Atlantic.
- Atlantic will expect a TPS to send all charges and/or text via EDI for each customer account for each bill period.
- Data transmission will be EDI as part of the 810 transaction.
- The EDI 867 is the trigger to start the bill cycle. If no accompanying 810 is received within the 48 hour window, no current TPS charges or text will print on the bill.
- If a TPS misses the bill window, Atlantic will hold the charges for placement on the next bill. A previous bill period’s charges will be summarized to one line, as is currently done. Text from a previous bill period will not print.
- If a bill is reprinted, the entire bill will be reprinted. Bill inserts are not included if the reprint occurs outside of the original billing month.
- Standard Conectiv Power Delivery stock will be used.
- This enhanced consolidated billing option will be provided within 120 days from the Board’s written Order adopting the Settlement.

TPS Consolidated Billing:

- The TPS will provide a bill ready consolidated bill and include up to one rolling page at no charge to Atlantic through July 31, 2003 with the Conectiv Power Delivery logo and a place for Atlantic information consistent with the terms and conditions set forth under Atlantic Consolidated Print Content section of this Attachment.
- Atlantic will deliver the appropriate number of copies of all applicable NJAC and Board mandated notices and directives concerning utility customer bill information relating to the utilities' tariffed delivery services, except for services deemed competitive by the Board of Public Utilities, in accordance with a logistical schedule provided by the TPS.

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- The TPS will include these inserts in customer bills in accordance with regulatory mandates and requirements.
- For TPSs that provide their customers with bills in electronic form, Atlantic will provide the utility bill inserts to the TPS in an agreed-upon electronic form.
- The TPS will utilize the rate components provided by the utility for all relevant customer classes
- The TPS is responsible for assuring all bill format and content compliance with NJAC and Board-mandated notices and directives concerning utility customer bill information.

Supplier Logo

- The logo, if used, will be sent to Atlantic prior to consolidated billing commencing, will be black and white and will be the same for all customers.
- The use of a logo will be included in the TPS's rolling page. This will reduce the space available for billing and message purposes.
- Requirements for the placement of the logo and the procedure to provide Atlantic with the logo have not been finalized. They will be discussed on a TPS by TPS basis. This functionality will be delivered no sooner than April 2001.

ATLANTIC CITY ELECTRIC COMPANY ATTACHMENT “B”

Atlantic City Electric Company Bill Insert Service Options

The purpose of this document is to communicate Atlantic's bill insert option specifications. General information:

- Atlantic City Electric Company (“Atlantic”) can accommodate approximately 36 New Jersey Third Party Supplier inserts per year during the period from 2001 to 2003. This projected number is based on the schedule of inserts required or anticipated in Delaware, Maryland, New Jersey and Virginia as known on May 1, 2000. Additional requirements or changes to existing requirements by any state, or other changes that impact bill insert operations may require Atlantic to adjust the number of Third Party Supplier inserts that the company can accommodate per year. The suppliers must follow a predetermined schedule created by Atlantic. The number of inserts Atlantic will be able to accommodate per month will vary depending on the total number of required inserts scheduled each month.
- All residential customers of a particular TPS will get their TPS’s insert. Only one TPS insert will be included in its customer's bills.
- Atlantic shall have the right to exclude any insert that it deems, in good faith, to be objectionable or in bad taste or that Atlantic believes, in good faith, would be inconsistent with Atlantic’s corporate image. Any dispute over Atlantic’s exercise of this shall be resolved through binding arbitration before the American Arbitration Association. The allowing of any insert shall not in any way constitute or be considered as an endorsement, adoption, or assertion as to the truth or accuracy, of the contents of such insert by Atlantic.
- This service will be provided to TPSs at a negotiated rate.
- The TPS will provide a copy of each of its proposed bill inserts to Atlantic thirty (30) days prior to the TPSs intended date for inclusion of such bill insert within Atlantic's consolidated bills.

To support efficient processing processing, it is imperative that certain physical characteristics, such as weight and size to conform to the criteria identified below.

1.. Process for Scheduling Third Party Supplier (TPS) Inserts:

A. TPS Responsibilities

- 1) TPS must notify Atlantic via e-mail of their intent to participate in the NJ TPS insert program. If the TPS has a preference to communicate to customers during a certain month or months, the TPS should indicate this in the request. TPS should also include a unique 5 character code that will be used to identify the insert in all communications, and an estimate of the quantity. The email should be sent to energy.news@conectiv.com and be titled NJ TPS Insert Request.
Atlantic will schedule TPS requests for inserts on a first-come, first-served basis. When space is available during one of the months requested by the TPS, the TPS insert will be scheduled for that month. When space is not available, the TPS insert will be scheduled for the next available month. Atlantic will confirm the final schedule and mailing start date with the TPS via e-mail response. Should a previously unscheduled insert be required as a result of actions taken by any of the public utility commissions which regulate Conectiv Power Delivery after confirmation of the final schedule, which results in the TPS bill insert being dropped from its confirmed scheduled date, the TPS insert will be scheduled for the next available month.
- 2) TPS will supply Atlantic with the following information at least 60 calendar days prior to the scheduled mailing date. The e-email should be titled “NJ TPS Insert Confirmation” and must include:

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- Identification code (5 character, alpha numeric code)
 - Insert name
 - Month the insert is scheduled
 - Estimated quantity of inserts to be processed
 - Quantity of inserts that will be delivered
 - Name and Phone Number of TPS Contact Person
 - Any directions for unused inserts
- 3) TPS will deliver inserts to Atlantic on the Friday before the insert is scheduled to begin mailing. If there are less than 50,000 inserts, all inserts should be delivered at the same time. If there are more than 50,000 inserts, multiple partial deliveries may need to be scheduled depending on available storage space.
 - 4) TPS will ensure that inserts are manufactured in accordance with the specifications in this document.
 - 5) TPS will arrange for the manufacturing and delivery of the inserts.
 - 6) TPS will ensure consistency in the insert identification code as it appears on the confirmation response and on the outside of each box of inserts.
 - 7) TPS will provide specific direction for the disposition of unused inserts. If no direction is given when the insert is scheduled, unused inserts will be destroyed.
 - 8) If inserts need to be returned, TPS will be responsible for costs of coordinating removal of inserts from Atlantic property or the property of Atlantic’s outside contractor including collection of remaining inserts, scheduling arrangements of shipping and actual shipping costs.

2. Insert Production Specifications:

- A. Size Requirements: Each insert should be one panel, front and back.
Height 3.50 in.
Width 7.25 in.
- B. Paper Stock: TPS must ensure that the inserts are manufactured on 60 lb offset or 60 lb matte paper stock. Glossy finish inserts are not acceptable.
- C. Insert Identification Code Printed on Insert:
 - 1) TPS will ensure that an insert identification code is printed on each insert. This 5 digit insert identification code must match the insert identification code that appears on the:
 - E-mail notification of intent to include an insert
 - E-mail confirmation to CPD
 - 2) The insert identification code must appear on the outside of each insert, printed in a 9-point font size.
- D. Insert Identification Code Requirements:
 - 1) Must be a 5 character, unique, alpha/numeric code.

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- 2) TPS must provide the insert identification code to the bill print provider’s Insert Coordinator at least 10 days prior to date to be inserted.
- 3) All inserts with the same insert identification code must be the same size.

E. Miscellaneous Production Notes

- 1) Inserts must not have cutouts.
- 2) TPS must secure prior approval from CPD to include insert features that deviate from the insert specifications set forth in this document. TPS may be required to provide CPD with a minimum of 1,000 test inserts to be used for production testing. Requests for inserts that deviate from the specifications will be handled on an individual case basis, and must be reviewed each time a deviation is requested. Acceptance of a deviation by the bill print provider must not be interpreted as on-going approval of any deviation to the specifications herein established.
- 3) Appearance/Distinguishing Characteristics: Insert appearance must be unique and easily distinguishable from any other insert provided by the TPS. When inserts similar in appearance are a TPS requirement, every attempt should be made to incorporate a color scheme or unique marking to clearly differentiate one insert from another. TPS must secure prior approval from the bill print provider or any exceptions to the unique appearance requirement. If an exception is approved then the TPS must ensure that the similar inserts are packaged using different color paper banding to clearly distinguish one insert from another.

3. Insert Packaging Specifications:

A. Banding:

- 1) Paper banding only.
- 2) Band minimum 4 inch to maximum 4.5 inch bundles.

B. Bundle Packing in Cartons:

- 1) Bundles must all face the same direction.
- 2) Bundles must be placed flat in cartons.
- 3) Bundles must not be placed on sides or ends.

C. Carton Weight and Size:

- Maximum carton weight is 35 lb.
- Cartons must be the same size for any given insert

D. Carton Markings:

- 1) The exterior of the carton must be clearly marked with:
 - The insert identification code
 - The amount of inserts bundled per pack
 - The number of packs contained in the carton
 - The number of cartons per shipment (1 of 5, 2 of 5, etc.)
- 2) Sample of the insert must be affixed to the outside of each carton.

E. Pallet Requirements:

- 1) No pallets are to be double stacked.
- 2) Size 42” x 42”
- 3) Maximum pallet height is four (4) feet

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4. Insert Delivery Requirements:

- A. Delivery Date:
- TPS will deliver inserts to Atlantic on the Friday before the insert is scheduled to begin mailing.
 - If the total quantity for the month is less than 50,000 inserts, all inserts should be delivered at the same time.
 - If the total quantity for the month is greater than 50,000 inserts, multiple partial deliveries may need to be scheduled depending on available storage space.
- B. Receiving Days/Hours:
- Monday through Friday, 8:00 a.m. to 2:00 p.m.
- C. Truck Size:
- No restrictions.
- D. Delivery Address:
- Deliveries should be made to the following address:
ATTN: Claude Forbes
Conectiv Power Delivery
Data Center
500 N. Wakefield Drive
Newark, DE 19714
- E. Delivery Documentation:
- Insert vendor delivery bill of lading must include the number of cartons delivered

5. Contingency for Damage:

- Additional Inserts Requirement: TPS will provide Atlantic with additional inserts as a contingency for damaged inserts based on the following schedule:

<u>Quantity Shipped</u>	<u>% Extra Inserts Required</u>
0-100	25%
101-5,000	15%
5,001-10,000	10%
10,001-50,000	7%
50,001-1,000,000	6%
1,000,001 or more	5%

ATLANTIC CITY ELECTRIC COMPANY ATTACHMENT "C"
TPS Consolidated Billing Credits

For Suppliers issuing consolidated customer bills, Atlantic will credit the customers as follows:

- a) For a TPS consolidated bill, in accordance with this settlement, a bill credit of \$1.00 per bill per month, including Sales and Use Tax, will be provided of which \$.54 is a Market Development Fund cost.
- b) If for any reason, Atlantic is required by the Board or requested by a TPS to conduct any related mailing related to utility delivery service, including but not limited to BPU mandated notices, NJAC requirements, or other regulatory requirements as delineated in Paragraph 6, the customer credit will be \$.50 per bill for each time the Board orders the utility to make such a mailing, of which \$.44 will be considered a Market Development Fund cost. Atlantic agrees in all such instances to request that the Board permit the billing TPS to make the required mailing.

ATLANTIC CITY ELECTRIC COMPANY ATTACHMENT “D”

Atlantic City Electric Company **Terms and Conditions of Receivables**

When a consolidated bill is presented, the billing party will assume the non-billing party's Receivables pursuant to the following terms; these terms which shall be embodied in a written contract to be executed between the billing and non-billing party:

1. Upon issuance of a BPU Order concerning Atlantic's securitization of stranded costs, appropriate language from that order shall be included in all agreements between the TPS and Atlantic. Appropriate provisions include the following:

Any TPS that proposes to collect Transition Bond Charges or the MTC-Tax must (i) meet the creditworthiness criteria to be established by the BPU, and (ii) comply with the billing, collection and remittance procedures and information access requirements set forth below.

A TPS will only be authorized to bill and collect the Transition Bond Charge or the MTC-Tax for remittance to the Servicer or the utility respectively, if (i) such TPS agrees to remit the full amount of all charges it bills to customers for services provided by the utility or any successor electric public utility, together with Transition Bond Charges and the MTC-Tax, regardless of whether payments are received from such customers, within 15 days of utility's or the Servicer's bill for such charges, (ii) such TPS will provide the Servicer with total monthly kwh usage information for each customer in a timely manner for the Servicer to fulfill its obligations, as such information is the basis of such remittance, and (iii) the Servicer will be entitled, within seven days after a default by the TPS in remitting any charges payable to the Utility, together with Transition Bond Charges and the MTC-Tax, to assume responsibility for billing all charges for services provided by Utility or any successor electric public utility, including the Transition Bond Charges and the MTC-Tax, or to transfer responsibility to a qualifying third party. In addition, if and so long as such TPS does not maintain at least a 'BBB' (or the equivalent) long term unsecured credit rating from Moody's Investors Service or Standard & Poor's Rating Services, such TPS shall maintain, with the Servicer or as directed by the Servicer, a cash deposit or comparable security equal to two months' maximum estimated collections of all charges payable to the Servicer, including the Transition Bond Charges and the MTC-Tax, as reasonably estimated by Utility (or any such successor electric public utility or by the Servicer). In the event of a default in the remittance of any such charges by a TPS, any shortfall in Transition Bond Charge or MTC-Tax collections will be included in the periodic adjustment of the Transition Bond Charge and the MTC-Tax as described herein.

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Customers will continue to be responsible for payment to the Servicer of the Transition Bond Charge and the MTC-Tax billed by a TPS, to the extent such customer has not paid Transition Bond Charges or MTC-Tax billed to it. In the event of a failure of any customer to pay the Transition Bond Charge or MTC-Tax, the Utility is authorized to shut-off power, or a successor Servicer is authorized to direct the electric public utility to shut-off power, to such customer in accordance with law.

The following alternatives are examples of acceptable vehicles deemed to satisfy the “or comparable security equal to two...” requirement noted above:

- (a) A guarantee of payment, satisfactory in form and substance to Atlantic, from a Guarantor deemed to be credit worthy by Atlantic.
- (b) An irrevocable letter of Credit, satisfactory in form and substance to Atlantic, issued by a bank or other financial institution that is acceptable by Atlantic.
- (c) A Surety or Performance Bond, including Atlantic as a beneficiary, satisfactory in form and substance to Atlantic, and enforceable in the event of bankruptcy.

Payments made to the utility after the 15-day due-date mark will be assessed late payment charges at a rate of 1.5% per month.

Accordingly, when a consolidated bill is presented, the TPS biller will assume Atlantic’s receivables pursuant to the foregoing terms and conditions, together with the terms and conditions that follow, which shall be embodied in a written Billing Services Agreement to be executed between the billing and the non-billing party.

2. If the Utility is the party supplying consolidated billing, Atlantic will pay all undisputed charges to the TPS by the 5th day from due date noted on the consolidated bill.

If the customer dispute occurs after said payment, the disputed amount will be subtracted from the next bill payment on behalf of that customer unless non-billing party notification that the dispute is resolved (needs to occur at least five days before payment due date).

- 3. A customer is entitled to a consolidated bill once it is deemed credit worthy by the billing party. A customer will be informed that failure to keep their bills current will result in conversion from consolidated billing to dual billing for a period of one year.

At billing party’s discretion, when the customer has a non-billing party balance 60

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days after the issuance of the customer bill, the customer will be considered delinquent. The customer and the non-billing party will be notified that the consolidated bill will not be supplied and that dual bills will commence with the next meter reading date, as long as the next meter reading date is no less than 15 days from the date of said notification.

If a customer is converted from consolidated to dual billing by any party for any reason, both Atlantic and the TPS will be responsible for its own receivables, effective as of the start of dual billing.

? The billing party will inform the non-billing party when the charges appear on the bill. The billing party will inform the non-billing party of the amount of the charges, the outstanding non-billing party balance (after billing), and the bill due date. This will be done utilizing a positive 824 transaction, which shall be functional no later than February 1, 2001.

4. Once Atlantic implements assuming receivables, the assumed TPS receivables will be treated in the same manner as delivery charges and the Atlantic collection practices and procedures applicable to delivery charges will apply, including application of late payment fees for non-residential customers and potentially disconnection for non-payment, and recovery of uncollectible amounts. Atlantic retains the right to present past due charges as due to Atlantic.
5. Budget Billing: If the non-billing party wishes to offer budget billing, the non-billing party will remit the budget amount in the current charges fields to the billing party. The billing party will make the non-billing party whole on the budget amount. The non-billing party may send actual charges as informational charges to the billing party for presentation on the bill. The billing party will have no responsibility for maintaining a deferred budget balance on behalf of the non-billing party.

Nothing in this Attachment shall either preclude or in any way prejudice the right of any party to take any position regarding utility uncollectibles in the Universal Service proceeding or any future proceeding.

ATLANTIC CITY ELECTRIC COMPANY ATTACHMENT “E”

COST RECOVERY

- a) All Market Development Fund Costs, as defined in Atlantic City Electric Company (Atlantic) Attachment “C”, shall be charged against the \$1.2 million of over-collected Gross Receipts and Franchise Tax addressed in the Board Order of June 7, 2000 in docket No. EA00050299. If it becomes apparent that the \$1.2 million is inadequate to absorb the Market Development Fund costs, the Company reserves the right to file a proposal for a supplemental recovery mechanism with the Board. When TPS consolidated bill credits are no longer in effect, should the over-collected balance exceed the recoveries delineated in this Paragraph, the remaining balance shall be applied to costs in Paragraph (b) herein.

- b) Atlantic shall file a verified petition with the Board in order to establish the reasonableness of the following start-up costs not delineated in (a) above, incurred by Atlantic to initiate the terms of this Settlement: costs incurred to develop consolidated billing pursuant to Paragraphs 3, 5 and 6 and upgraded meter access pursuant to Paragraph 9, to the extent not otherwise recovered from TPSs. These electric restructuring costs shall be subject to deferred accounting and recoverable

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from all customer classes eligible to obtain electric generation services from State-licensed TPSs. The Ratepayer Advocate reserves its right to argue, at the time the utility files for recovery of costs referenced in this paragraph, that the cost recovery charges should apply to OTRA and special contract customers. All costs found to be reasonable by the Board shall be recovered by Atlantic via a clause mechanism, on a per customer basis, with interest from the date costs are incurred, calculated pursuant to Paragraph (c).

- c) Deferred costs described in Paragraphs (a) and (b) above will be recovered over no more than a two-year period starting in August 1, 2003. Return on such deferred costs shall be calculated at a rate equal to the Company's then-current cost of medium term debt.
- d) The recovery mechanisms defined herein, shall, at Atlantic's option, be available to Atlantic in addition to, and not a replacement of, any recovery mechanism which may otherwise be available to Atlantic.

ATLANTIC CITY ELECTRIC COMPANY ATTACHMENT F

Customer Data Card

The utilities agree to include a one time bill insert to customers, to assist TPSs, registered aggregators and government entities in locating and marketing to customers interested in soliciting competitive offers from them, subject to the following:

- The insert shall be a self-explanatory generic response card for customers to complete if they wish to be contacted by licensed TPSs, registered aggregators and government entities interested in pursuing aggregation. This response card will require the customer to list their name, address, and utility-specific identification number (account number or customer number). Response cards must meet reasonable utility technical requirements
- The card will be developed by a Consortium of licensed TPSs and registered aggregators in cooperation with the Ratepayer Advocate, and will be submitted to the BPU for approval of its contents and to the utilities for consultation on the mechanics of the card insert. The Consortium will print sufficient copies of the insert and deliver the insert to the location specified by the utility for insertion in the utility billing envelope.
- The Consortium will manage the data collection and collation process and be responsible for the dissemination of information to licensed TPSs, registered aggregators and government entities interested in pursuing aggregation.

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- The Consortium will compile all data from returned cards and create an electronic data set in file format acceptable to the utilities. Upon receipt of this data set, which must include a valid customer number or customer account number, the utilities will respond within 30 days with the additional information below for all valid customer data:
 - Customer name;
 - Customer address;
 - Customer account number;
 - Customer telephone number (if available and listed);
 - Customer's rate class;
 - Customer's average monthly electric usage;
 - In the case of commercial and industrial rate classes, a customer's total annual electric usage and annual average demand.

Information provided will be that which is contained in the utility database, and the utilities make no further warranties regarding the data.

- The Consortium shall be responsible for all costs associated with this process other than the costs incurred by the utility to handle and mail the inserts, and the costs associated with utility collection and distribution of data to the Consortium's agent.

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- A phone number for the Consortium or its agents shall be clearly identified on the accompanying instructions for the card, so that customers can contact the Consortium or its agents directly regarding any questions or concerns.
- The Consortium or its agents will be responsible for maintaining the customer signatures that are required to allow utilities to release data to the Consortium or its agents, and will hold the utility harmless in this regard.